

CASE ID: ADJ7601455
(38F245AC-8D54-4BBE-8CF2-6F186F63A40D)



STATE OF CALIFORNIA
DIVISION OF WORKERS' COMPENSATION
WORKERS' COMPENSATION APPEALS BOARD
COMPROMISE AND RELEASE



ADJ7601455

Case Number 1

Case Number 4

Case Number 2

Case Number 5

Case Number 3

SSN (Numbers Only)

Venue Choice is based upon: (Completion of this section is required)

- ☐ County of residence of employee (Labor Code section 5501.5(a)(1) or (d).)
- ☐ County where injury occurred (Labor Code section 5501.5(a)(2) or (d).)
- ☒ County of principal place of business of employee's attorney (Labor Code section 5501.5(a)(3) or (d).)

ANA

Select 3 Letter Office Code For Place/Venue of Hearing (From Document Cover Sheet)

Employee(Completion of this section is required)

CLIFF

First Name

MI

FLOYD

Last Name

Address/PO Box (Please leave blank spaces between numbers, names or words)

DAVIE

City

FL

State

Zip Code

Employer Information (Completion of this section is required)

- ☒ Insured ☐ Self-Insured ☐ Legally Uninsured ☐ Uninsured

SAN DIEGO PADRES

Employer Name (Please leave blank spaces between numbers, names or words)

K BLVD.

Address/PO Box (Please leave blank spaces between numbers, names or words)

SAN DIEGO

City

CA

State

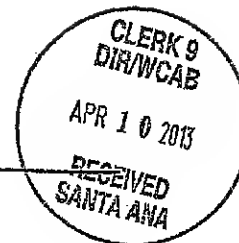
92101

Zip Code

CASE ID: ADJ7601455
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- ☐ County where injury occurred (Labor Code section 5501.5(e)(2) or (d).)
- ☒ County of principal place of business of employee's attorney (Labor Code section 5501.5(a)(3) or (d).)

ANA

Select 3 Letter Office Code For Place/Venue of Hearing (From Document Cover Sheet)

Employee (Completion of this section is required)

CLIFF

First Name

MI

FLOYD

Last Name

Address Box (Please leave blank spaces between numbers, names or words)

DAVE

City

FL

State

Zip Code

Employer Information (Completion of this section is required)

- ☒ Insured ☒ Self-Insured ☐ Legally Uninsured ☐ Uninsured

SAN DIEGO PADRES

Employer Name (Please leave blank spaces between numbers, names or words)

100 PARK BLVD.

Employer Street Address/PO Box (Please leave blank spaces between numbers, names or words)

SAN DIEGO

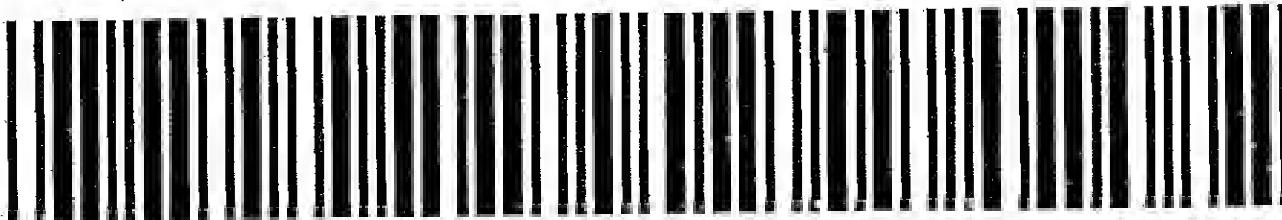
City

CA
State

92101
Zip Code

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DOCUMENT SEPARATOR SHEET



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Peterson Clement Los Angeles

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CASE ID: ADJ7601455
{38F245AC-8D54-4BBB-8CF2-6F186F63A40D}

Applicant's Attorney or Authorized Representative:

☒ Law Firm/Attorney ☐ Non Attorney Representative

ROY

First Name

LAFRANCIS

Last Name

3858493

Law Firm Number

THE COHEN LAW FIRM

Law Firm Name

335 15TH STREET

Address/PO Box (Please leave blank spaces between numbers, names or words)

SAN DIEGO

City

CA

State

92101

Zip Code

Defendant's Attorney or Authorized Representative:

☒ Law Firm/Attorney ☐ Non Attorney Representative

ARIELLA

First Name

ONYEAMA

Last Name

8028163

Law Firm Number

PETERSON COLANTONI LOS ANGELES

Law Firm Name

660 SOUTH FIGUEROA STREET, SUITE 1100

Address/PO Box (Please leave blank spaces between numbers, names or words)

LOS ANGELES

City

CA

State

90017

Zip Code

Insurance Carrier Information (if known and if applicable - include even if carrier is adjusted by claims administrator)

ACE AMERICAN INSURANCE COMPANY

Insurance Carrier Name (Please leave blank spaces between numbers, names or words)

P.O. BOX 14440

Insurance Carrier Street Address/PO Box (Please leave blank spaces between numbers, names or words)

LEXINGTON

City

KY

State

40512

Zip Code

CASE ID: ADJ7601455
 {38F245AC-8D54-4BBB-8CF2-6F1E6F63A40D}

Claims Administrator Information (If known and if applicable)

SEDGWICK RIVERSIDE

Name (Please leave blank spaces between numbers, names or words)

P.O. BOX 14440

Street Address/PO Box (Please leave blank spaces between numbers, names or words)

LEXINGTON

City

KY

State

40512

Zip Code

IT IS CLAIMED THAT:

1. The injured employee, born 12/05/1972, alleges that while employed as a(n)
 (DATE OF BIRTH: MM/DD/YYYY)

PROFESSIONAL BASEBALL PLAYER

, sustained injury

(OCCUPATION AT THE TIME OF INJURY)

arising out of and in the course of employment at the locations and during the dates listed below:

(State with specificity the date(s) of injury(ies) and what part(s) of body, conditions or systems are being settled.)

☐ Specific Injury

ADJ7601455

01/01/1998

06/15/2009

Case Number 1

☒ Cumulative Injury

(Start Date: MM/DD/YYYY)

(End Date: MM/DD/YYYY)

(If Specific Injury, use the start date as the specific date of injury)

Body Part 1: 110 BRAIN

Body Part 2: 148 FACE

Body Part 3: 198 HEAD

Body Part 4: 200 NECK

Other Body Parts: 398, 498, 598, 800, 840, 999, BACK, SHOULDERS, WRISTS, ANKLES, KNEES

The injury occurred at VARIOUS CITIES AND STATES

(Street Address/PO Box - Please leave blank spaces between numbers, names or words)

City

State

Zip Code

Body parts, conditions and systems may not be incorporated by reference to medical reports.

CASE ID: ADJ7601455
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☐ Specific Injury

Case Number 2

☐ Cumulative Injury

(Start Date: MM/DD/YYYY)

(End Date: MM/DD/YYYY)

(If Specific Injury, use the start date as the specific date of injury)

Body Part 1: _____ Body Part 2: _____ Body Part 3: _____

Body Part 4: _____ Other Body Parts: _____

The injury occurred at _____
(Street Address/PO Box - Please leave blank spaces between numbers, names or words)

City _____ State _____ Zip Code _____

Body parts, conditions and systems may not be incorporated by reference to medical reports.

☐ Specific Injury

Case Number 3

☐ Cumulative Injury

(Start Date: MM/DD/YYYY)

(End Date: MM/DD/YYYY)

(If Specific Injury, use the start date as the specific date of injury)

Body Part 1: _____ Body Part 2: _____ Body Part 3: _____

Body Part 4: _____ Other Body Parts: _____

The injury occurred at _____
(Street Address/PO Box - Please leave blank spaces between numbers, names or words)

City _____ State _____ Zip Code _____

Body parts, conditions and systems may not be incorporated by reference to medical reports.

☐ Specific Injury

Case Number 4

☐ Cumulative Injury

(Start Date: MM/DD/YYYY)

(End Date: MM/DD/YYYY)

(If Specific Injury, use the start date as the specific date of injury)

Body Part 1: _____ Body Part 2: _____ Body Part 3: _____

Body Part 4: _____ Other Body Parts: _____

The injury occurred at _____
(Street Address/PO Box - Please leave blank spaces between numbers, names or words)

City _____ State _____ Zip Code _____

Body parts, conditions and systems may not be incorporated by reference to medical reports.

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☐ Specific Injury

Case Number 5

☐ Cumulative Injury

(Start Date: MM/DD/YYYY)

(End Date: MM/DD/YYYY)

(If Specific Injury, use the start date as the specific date of injury)

Body Part 1: _____ Body Part 2: _____ Body Part 3: _____

Body Part 4: _____ Other Body Parts: _____

The injury occurred at _____
(Street Address/PO Box - Please leave blank spaces between numbers, names or words)

City

State

Zip Code

Body parts, conditions and systems may not be incorporated by reference to medical reports.

2. Upon approval of this compromise agreement by the Workers' Compensation Appeals Board or a workers' compensation administrative law judge and payment in accordance with the provisions hereof, the employee releases and forever discharges the above-named employer(s) and insurance carrier(s) from all claims and causes of action, whether now known or ascertained or which may hereafter arise or develop as a result of the above-referenced injury(ies), including any and all liability of the employer(s) and the insurance carrier(s) and each of them to the dependents, heirs, executors, representatives, administrators or assigns of the employee. Execution of this form has no effect on claims that are not within the scope of the workers' compensation law or claims that are not subject to the exclusivity provisions of the workers' compensation law, unless otherwise expressly stated.

3. This agreement is limited to settlement of the body parts, conditions, or systems and for the dates of injury set forth in Paragraph No. 1 and further explained in Paragraph No. 9 despite any language to the contrary elsewhere in this document or any addendum.

4. Unless otherwise expressly stated, approval of this agreement RELEASES ANY AND ALL CLAIMS OF APPLICANT'S DEPENDENTS TO DEATH BENEFITS RELATING TO THE INJURY OR INJURIES COVERED BY THIS COMPROMISE AGREEMENT. The parties have considered the release of these benefits in arriving at the sum in Paragraph 7. Any addendum duplicating this language pursuant to Sumner v WCAB (1983) 48 CCC 369 is unnecessary and shall not be attached.

5. Unless otherwise expressly ordered by the Workers' Compensation Appeals Board or a workers' compensation administrative law judge, approval of this agreement does not release any claim applicant may have for vocational rehabilitation benefits or supplemental job displacement benefits.

6. The parties represent that the following facts are true: (If facts are disputed, state what each party contends under Paragraph No. 9.)

EARNINGS AT TIME OF INJURY \$ IN DISPUTE

TEMPORARY DISABILITY INDEMNITY PAID 0.00 Weekly Rate \$ N/A

Period(s) Paid N/A N/A
(Start Date: MM/DD/YYYY) (End Date: MM/DD/YYYY)

PERMANENT DISABILITY INDEMNITY PAID 0.00 Weekly Rate \$ 0.00

Period(s) Paid N/A End date N/A
(Start Date: MM/DD/YYYY) (End Date: MM/DD/YYYY)

TOTAL MEDICAL BILLS PAID \$ _____ Total Unpaid Medical Expense to be Paid By: DEF PER PARAGRAPH 8

Unless otherwise specified herein, the employer will pay no medical expenses incurred after approval of this agreement.

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7. The parties agree to settle the above claim(s) on account of the injury(ies) by the payment of the SUM OF

\$ 125,000.00

Settlement Amount

The following amounts are to be deducted from the settlement amount:

\$ 0.00 for permanent disability advances through PRESENT

\$ _____ for temporary disability indemnity overpayment, if any.

\$ _____ payable to _____

\$ _____ payable to _____

\$ _____ payable to _____

\$ _____ payable to _____

\$ 22,500.⁰⁰ requested as applicant's attorney's fee.

LEAVING A BALANCE OF \$ 102,500.⁰⁰, after deducting the amounts set forth above and less further permanent disability advances made after the date set forth above. Interest under Labor Code section 5800 is included if the sums set forth herein are paid within 30 days after the date of approval of this agreement.

8. Liens not mentioned in Paragraph No. 7 are to be disposed of as follows (Attach an addendum if necessary):

WCAB SHALL RETAIN JURISDICTION OVER ANY AND ALL LIENS OF RECORD. DEFENDANT WILL PAY, ADJUST, LITIGATE (INCLUDING RIGHT TO SEEK DISMISSAL) ANY ALL LIENS OF RECORD. ALL DEFENSES AND THE WCAB JURISDICTION ARE HEREIN RESERVED.

THE APPLICANT HEREBY CONSENTS AND ACKNOWLEDGES THAT ALL MEDICAL TREATMENT PROVIDED AFTER THE DATE OF APPROVAL OF THE SETTLEMENT WILL BE THE RESPONSIBILITY OF THE APPLICANT.

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The parties wish to settle these matters to avoid the costs, hazards and delays of further litigation, and agree that a serious dispute exists as to the following issues (initial only those that apply). ONLY ISSUES INITIALED BY THE APPLICANT OR HIS/HER REPRESENTATIVE AND DEFENDANTS OR THEIR REPRESENTATIVES ARE INCLUDED WITHIN THIS SETTLEMENT.

Applicant Defendant

<u>RL</u>	<u>AO</u>	earnings
<u>RL</u>	<u>AO</u>	temporary disability
<u>RL</u>	<u>AO</u>	jurisdiction
<u>RL</u>	<u>AO</u>	apportionment
<u>RL</u>	<u>AO</u>	employment
<u>RL</u>	<u>AO</u>	Injury AOE/COE
<u>RL</u>	<u>AO</u>	serious and willful misconduct
<u>RL</u>	<u>AO</u>	discrimination (Labor Code §132a)
<u>RL</u>	<u>AO</u>	statute of limitations
<u>RL</u>	<u>AO</u>	future medical treatment
<u>RL</u>	<u>AO</u>	other <u>ALL MILEAGE & OUT OF POCKET EXPENSES</u>
<u>RL</u>	<u>AO</u>	permanent disability <u>DEF. ENTITLED TO CREDIT FOR ALL PO ADVANCES, SUBJECT TO PROOF</u>
<u>RL</u>	<u>AO</u>	self-procured medical treatment, except as provided in Paragraph 7
<u>RL</u>	<u>AO</u>	vocational rehabilitation benefits/supplemental job displacement benefits

COMMENTS:

THIS SETTLEMENT RESOLVES ALL ISSUES THROUGH THE DATE OF THE ORDER APPROVING THIS C&R. THIS C&R SETTLES ALL DATES OF INJURY, WHETHER SPECIFIC OR CUMULATIVE, AGAINST THE SAN DIEGO PADRES, TAMPA BAY RAYS (FKA TAMPA BAY DEVIL RAYS), CHICAGO CUBS, NEW YORK METS, BOSTON REDSOX, MIAMI MARLINS (FKA FLORIDA MARLINS), MONTREAL EXPOS AND ACE AMERICAN INSURANCE COMPANY.

SETTLEMENT IS BASED ON THE AOE REPORTING OF DR. LARRY DANZIG, WHICH THE PARTIES STIPULATE RATES TO 63% PERMANENT DISABILITY.

THE APPLICANT REPRESENTS THAT HE IS NOT CURRENTLY A MEDICARE OR SOCIAL SECURITY BENEFICIARY AND HAS NO REASONABLE EXPECTATION THAT HE WILL HAVE MEDICARE COVERAGE OR RECEIVE SOCIAL SECURITY BENEFITS IN THE NEXT 30 MONTHS. APPLICANT AGREES TO HOLD DEFENDANTS HARMLESS FOR ANY LIABILITY CAUSED BY MISREPRESENTATIONS MADE IN THIS PARAGRAPH.

APPLICANT HEREBY VERIFIES AND STIPULATES THAT HIS ADDRESS ON THIS DOCUMENT IS HIS CURRENT ADDRESS AND THAT ALL PAYMENTS SHALL CONTINUE TO BE MADE TO SAID ADDRESS.

SEE ADDENDUM "A" INCORPORATED BY REFERENCE AND ATTACHED AS EXHIBIT A. SAID ADDENDUM IS AN INSEPARABLE PART OF THIS C&R.

Any accrued claims for Labor Code section 5814 penalties are included in this settlement unless expressly excluded.

10. It is agreed by all parties hereto that the filing of this document is the filing of an application, and that the workers' compensation administrative law judge may in its discretion set the matter for hearing as a regular application, reserving to the parties the right to put in issue any of the facts admitted herein and that if hearing is held with this document used as an application, the defendants shall have available to them all defenses that were available as of the date of filing of this document, and that the workers' compensation administrative law judge may thereafter either approve this Compromise and Release or disapprove it and issue Findings and Award after hearing has been held and the matter regularly submitted for decision.

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11. WARNING TO EMPLOYEE: SETTLEMENT OF YOUR WORKERS' COMPENSATION CLAIM BY COMPROMISE AND RELEASE MAY AFFECT OTHER BENEFITS YOU ARE RECEIVING TO WHICH YOU BECOME ENTITLED TO RECEIVE IN THE FUTURE FROM SOURCES OTHER THAN WORKERS' COMPENSATION, INCLUDING BUT NOT LIMITED TO SOCIAL SECURITY, MEDICARE AND LONG-TERM DISABILITY BENEFITS.

THE APPLICANT'S (EMPLOYEE'S) SIGNATURE MUST BE ATTESTED TO BY TWO DISINTERESTED PERSONS OR ACKNOWLEDGED BEFORE A NOTARY PUBLIC

By signing this agreement, applicant (employee) acknowledges that he/she has read and understands this agreement and has had any questions he/she may have had about this agreement answered to his/her satisfaction.

Witness the signature hereof this 2nd day of APRIL, 2013 at 4:19 PM

Elaine M. Weaver 4-2-13
Witness 1 (Date)

Ronald White 4-2-13
Witness 2 (Date)

Interpreter (Date)

CLIFF FLOYD 4-2-13
Applicant (Employee) (Date)

ROY LAFRANCIS 4/5/13
Attorney for Applicant (Date)

ARIELLA ONYEAMA 4/10/13
Attorney for Defendant (Date)

Attorney for Defendant (Date)

Attorney for Defendant (Date)

Attorney for Defendant (Date)

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ACKNOWLEDGMENT

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

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ADDENDUM "A"

The claimant realizes that this is a full and final settlement that extinguishes any right to future benefits including temporary disability or wage loss; permanent disability; medical expenses or vocational retraining. Settlement contemplates that claimant agrees this settlement will be entered in to under the laws of the State of California, and that this resolution resolves any claim against the SAN DIEGO PADRES; BOSTON RED SOX; TAMPA BAY RAYS (FKA TAMPA BAY DEVIL RAYS); CHICAGO CUBS; NEW YORK METS; MONTREAL EXPOS; MIAMI MARLINS (FKA FLORIDA MARLINS) and any and all of the aforementioned team's minor league affiliates for work related injury arising out of the JANUARY 1, 1998 THROUGH JUNE 15, 2009 date of injury, whether in this jurisdiction or any other, thereby making this action his exclusive remedy for injury and that by his signature he has elected his remedy in this jurisdiction as his sole and exclusive remedy against the SAN DIEGO PADRES; BOSTON RED SOX; TAMPA BAY RAYS (FKA TAMPA BAY DEVIL RAYS); CHICAGO CUBS; NEW YORK METS; MONTREAL EXPOS; MIAMI MARLINS (FKA FLORIDA MARLINS) and any and all of the aforementioned team's minor league affiliates for this date of injury, despite being advised that the claimant may potentially have rights in other states. This agreement resolves any and all claims of injury against the SAN DIEGO PADRES; BOSTON RED SOX; TAMPA BAY RAYS (FKA TAMPA BAY DEVIL RAYS); CHICAGO CUBS; NEW YORK METS; MONTREAL EXPOS; MIAMI MARLINS (FKA FLORIDA MARLINS) and any and all of the aforementioned team's minor league affiliates arising out of CLIFF FLOYD'S employment with said team(s) regardless of jurisdiction. CLIFF FLOYD understands that this resolution

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ADDENDUM A TO COMPROMISE AND RELEASE (CONT'D)


specifically waives any right to file a concurrent claim or future claim for workers compensation benefits in other states.

Settlement has been agreed upon to end the adversarial litigation between both parties and both parties have been advised as to the risks and rewards of said settlement by competent counsel

Dated: 4-2-13


CLIFF FLOYD

Dated: 4/3/13


ROY LAFRANCIS
Attorney for Applicant

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STATE OF CALIFORNIA
WORKERS' COMPENSATION APPEALS BOARD

Cliff Floyd

Applicant,

San Diego Padres,
Sedgwick CMS,

vs.

Defendants.

Case No. ADJ7601455

**DECLARATION OF DEFENDANT
RE: RESOLUTION OF LIENS**

I, Ariella T. Onyeama, am the attorney or representative
for defendant Sedgwick CMS in the above-entitled matter.

I have made the following good faith efforts to resolve each of the liens in this case.

(List ALL lien claims below. Use supplemental pages as necessary.)

[illegible]

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed at Los Angeles , California on 04/09/2013 .



(Signature of Declarant)

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LADERA RANCH

LOS ANGELES

SAN FRANCISCO

**PETERSON, COLANTONI
COLLINS & DAVIS, LLP**

Tel: 213.232.0880
Fax: 213.234.1929

WWW.PCLLP.NET

Writer's Email:
aonyeama@pcllp.net

660 South Figueroa Street, Suite 1110, Los Angeles, CA 90017

April 9, 2013

Gemini Duplication
4004 S. Demaree St., Suite A
Visalia, California 93277

Re: Cliff Floyd v. San Diego Padres
WCAB No: ADJ7601455
Claim No: B117002452-0001
SSN: [REDACTED]

To Whom it May Concern:

Please be advised this matter is close to being resolved via a Compromise and Release. Our records indicate that you are a lien claimant of record in this matter. Please confirm whether this lien has been resolved.

IMPORTANT: Enclose complete itemization indicating claimed medical-legal and claimed treatment charges showing all payments received.

Please return this letter to our office with the following information in regards to your lien claim:

FACILITY: _____	
PERSON we contact: _____	
Tax ID Number: _____	Telephone No.: _____
<u>Demand for full/final satisfaction of lien:</u>	\$ _____
<u>Original Lien Amount:</u>	\$ _____
<u>Outstanding balance:</u>	\$ _____
<u>Payments to date:</u>	\$ _____
Please print the name of the person filling out form: _____	
_____ Please sign name as shown above:	_____ DATE


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Re: Cliff Floyd v. San Diego Padres
April 9, 2013
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Thank you for your attention to this matter.

Kindest regards,
PETERSON, COLANTONI, COLLINS & DAVIS, LLP

BY:


ARIELLA T. ONYEAMA

ATO/lg

cc: *Barbara Schweers, Sedgwick CMS*
*Darius McGhee, San Diego Padres *via email**
*Daniel Romo, Katie Barnes & Jason Houston, Willis/Global Sports Services *via email**

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{7515261E-EE95-42B3-84CE-AB77293862A6}

STATE OF CALIFORNIA
WORKERS' COMPENSATION APPEALS BOARD

Cliff Floyd

Applicant,

VS.

San Diego Padres

Defendants.

Case No. ADJ 7601455

ADJ

ADJ

ORDER APPROVING
COMPROMISE & RELEASE

APR 10 2013

The parties to the above-entitled action having filed a Compromise and Release herein, on APR 10 2013 settling this case for \$ 125,000.00 in addition to all sums which may have been paid previously, and requesting that it be approved, and in consideration of the following:

☒ The reasons set forth in the Compromise and Release

☒ The medical reports on file.

☒ Settlement of applicant's rights to Supplemental Job Displacement Benefits:

☐ A good faith dispute exists as to injury AOE/COE and/or liability for injury to one or more body parts which could, if resolved against the applicant, defeat applicant's right to recover benefits.

☒ Release of applicant's dependents' rights to death benefits, *Sumner v. WCAB*, 48 CCC 625

☐ The DEU rating(s)

☒ The representations of counsel.

The Board finds that the Compromise and Release is adequate and shall be approved and IT IS ORDERED that said Compromise and Release be approved.

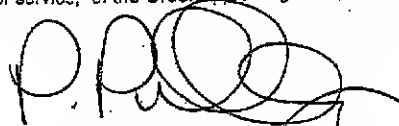
AWARD is made in favor of the above named applicant(s) against the above named defendant(s) in the amount of \$ 125,000.00 less credit to defendant for permanent disability advances made to date, if any, less sums set forth in the settlement agreement, and less reasonable attorney fees in the amount of \$ 22,500.00 ☒ payable to Ly Jordan Cohen ☐ divided as follows ☐ to be withheld by defendant and released upon receipt of written agreement of current and prior attorneys without further order.

THE BOARD RETAINS JURISDICTION OVER ALL UNPAID LIENS FILED TO DATE

It is further understood and agreed that the aforesaid sum includes interest as provided by law for a period of 30 days from the date of service by the Workers' Compensation Appeals Board, or by any party designated for service, of the Order Approving Compromise and Release.

APR 10 2013

Date: _____



PAMELA PULLEY

WORKERS' COMPENSATION ADMINISTRATIVE LAW JUDGE
SANTA ANA DISTRICT OFFICE

NOTICE TO ☐ Applicant ☒ Defendant.

Pursuant to Rule 10500, you are designated to serve this/these document(s) forthwith on all parties. Served on above designated party who, by signing below agrees to serve all parties and lien claimants.

X